

Jule Bryson
Cumberland County Clerk

2 North Main Street, Suite 206 • Crossville, TN 38555 • (931) 484-6442 • Fax (931) 484-6440

May 8, 2015

TO: Cumberland County Commission, County Mayor, and News Media

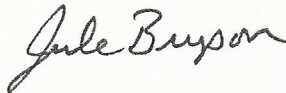
FROM: Jule Bryson, Cumberland County Clerk

SUBJECT: May 18, 2015 Monthly Cumberland County Commission Meeting

Take notice, pursuant to TCA 8-44-103, the Cumberland County Commission, the governing body of said county, will convene and meet in regular session on Monday, May 18, 2015 at 6:00 o'clock P.M. in the large meeting room on the third floor of the Cumberland County Courthouse, where and at which time and place the said Cumberland County Commissioners will transact such public business as may lawfully come before it.

Attached is a copy of the agenda as of this date. I am looking forward to seeing you there.

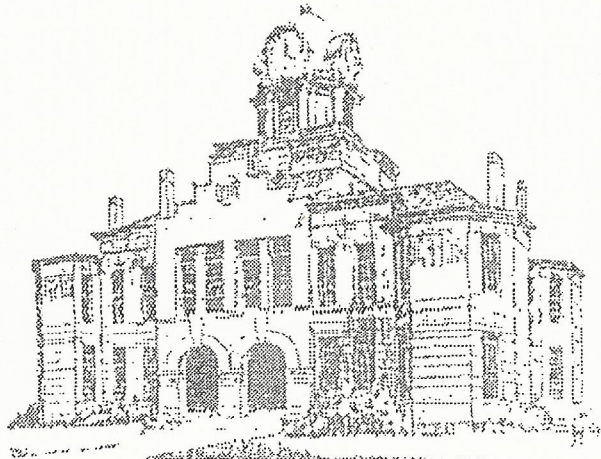
Sincerely,



Jule Bryson
Cumberland County Clerk

JB/dc

Enclosures



CUMBERLAND COUNTY COMMISSION MONTHLY MEETING AGENDA

MONDAY, MAY 18, 2015 6:00 O'CLOCK P.M.

1. Call to order: Chairperson or Cumberland County Sheriff
2. Invocation
3. Pledge to the Flag of the United States of America
4. Roll Call, Cumberland County Clerk, Jule Bryson
5. Minutes of April 20, 2015 Quarterly Monthly Cumberland County Commission Meeting
6. Special recognitions, memorials, etc.
7. Comments by the General Public
8. Unfinished Business:
9. New Business:

RESOLUTION 05-2015-1-Budget Amendment, Board of Education, Special Education Fund, \$15,100.00 (Hassler)

RESOLUTION 05-2015-2-General Purpose Fund, Budget Amendment, \$19,550.00 (Carter)

RESOLUTION 05-2015-3-General Purpose Fund, Budget Amendment, \$21,450.00 (Kinnunen)

RESOLUTION 05-2015-4-General Purpose Fund, Budget Amendment, \$23,592.00 (Hassler)

RESOLUTION 05-2015-5-General Purpose Fund, Budget Amendment, \$51,700.00 (Turner)

RESOLUTION 05-2015-6-Budget Amendment, General Fund, Register of Deeds, \$1,000.00 (Carter)

RESOLUTION 05-2015-7-Budget Amendment, Highway Fund, \$11,773.00 (Carter)

RESOLUTION 05-2015-8-Budget Amendment, General Fund, Local Health Center, \$47,473.00 (Hassler)

RESOLUTION 05-2015-9-To appoint Herbert L. Blevins, Danny F. Cantwell and Steve P. Recio as Judicial Commissioners for Cumberland County for four (4) year terms to expire May 18, 2019 (Gibson)

RESOLUTION 05-2015-10-To appoint Kenny Rosser and Nick Hedgecoth as members to the Cumberland County Health and Safety Standards Board for terms to expire May 15, 2019 (Turner)

RESOLUTION 05-2015-11-To appoint Daniel Lynn Husk as a member to the Cumberland County Board of Equalization for a term to expire April 30, 2016 (Kinnunen)

RESOLUTION 05-2015-12-To accept offer of John K. Duff and Judith A. Duff to purchase property owned by Cumberland County (Hyder)

RESOLUTION 05-2015-13-To approve usage agreement with Grindstaff Property Management, LLC (Turner)

RESOLUTION 05-2015-14-To amend the contract between the State of Tennessee, Department of Mental Health and Cumberland County, Tennessee (Turner)

10. County Official Reports
11. County Attorney Report
12. Standing Committee Reports
13. Statutory Committee Reports
14. Election of Notaries, Appointments, and Confirmations
15. Announcements and Statements
16. Adjournment

CUMBERLAND COUNTY COMMISSION QUARTERLY MONTHLY MEETING MINUTES

APRIL 20, 2015

Be it remembered that the Cumberland County Commission met in quarterly monthly session on Monday, April 20, 2015 at the courthouse in Crossville, Tennessee. Sheriff Casey Cox called the meeting to order at 6:00 o'clock P.M. Present and presiding was Commission Chairman, County Mayor Kenneth Carey, Jr. who invited Commissioner Wendell Wilson to give the Invocation and Commissioner Allen Foster was asked by the Mayor to lead the Pledge of Allegiance to the Flag of the United States of America. Also present at the meeting were County Clerk Jule Bryson, County Attorney Randal Boston, Finance Director Nathan Brock, Road Superintendent Scott Blaylock and the following County Commissioners:

Jeff Dyer	Tracey Scarbrough
Nancy Hyder	Tom Isham
David Hassler	Rebecca Stone (absent)
Allen Foster	David Gibson
Jack Davis	Terry Lowe
Terry Carter	Wendell Wilson
Elbert Farley	Roy Turner
Tim Claflin (absent)	Sonya Rimmer
Woody Geisler	John Kinnunen

A quorum being present, the Cumberland County Commission was opened in due form of law and the following proceedings were had to wit:

1. MINUTES OF MARCH 16, 2015 MONTHLY CUMBERLAND COUNTY COMMISSION MEETING:

On motion of Commissioner Rimmer, second by Commissioner Kinnunen, moved the minutes of the March 16, 2015 Monthly Commission Meeting be approved, treat same as read, made a matter of record, and filed.

The motion to approve the Meeting Minutes carried by a roll vote of 16 ayes from the Commission present.

SPECIAL RECOGNITIONS:

The Board of Commissioners and County Mayor Carey presented "Certificates of Appreciation" plaques to Volunteer Energy Cooperative, Cumberland County Emergency Management, Cumberland County Fire Department, Cumberland County "E-911" Dispatch, Cumberland County Emergency Medical Services, Cumberland County Sheriff Department, Cumberland County Rescue Squad, Tansi Security, Fairfield Glade Fire Department and Fairfield Glade Public Safety as a way to express their gratitude and indebtedness to those who provided excellent service in helping the citizens of Cumberland County recover during the February 2015 ice storm.

COMMENTS:

During the comment section of the meeting Richard Mullins, a resident of Rachel Road, spoke to the Board about dilapidated structures near this home that were hindering his attempts to sell his property. Health and Safety Standards Board Chairman Nancy Hyder made known that the matter had come before that Board and was referred to the County Attorney who advised that the county has no authority over abandoned trailers. Also appearing before the Commission was Murray Kidwell from Bakers Crossroads who voiced his displeasure with the service provided by the cable company, Spirit Broadband, LLC.

2. WAIVE COMMISSION RULES:

On motion of Commissioner Rimmer, second by Commissioner Kinnunen, moved to waive Commission rules to include a resolution onto the agenda appointing a County Medical Examiner.

The motion to suspend Commission rules to add resolution 04-2015-11 to the April 2015 Agenda carried by a roll call vote of 16 ayes from the Commission present.

3. RESOLUTION 04-2015-1-FOR CUMBERLAND COUNTY TO CREATE A CODES ENFORCEMENT DEPARTMENT AND BEGIN TO PERFORM COMMERCIAL AND RESIDENTIAL BUILDING INSPECTIONS:

On motion of Commissioner Hassler, second by Commissioner Hyder, moved to adopt resolution 04-2015-1.

Before the vote Commissioners Carter and Turner stated many citizens from the Sixth and Seventh District were generally against the commercial and residential inspection program while others wished the county would continue to partner with the city on the Building Inspector Agreement. Environmental Committee Chairman Hassler shared information with the Board that he had received from Gary Farley, Director of Contract Inspection Services for the Tennessee State Fire Marshal's Office, about the certification process for newly hired building inspectors.

The motion to adopt resolution 04-2015-1, that Cumberland County request the City of Crossville to continue to perform building inspections under the current agreement contracted in October 2010 until October 1, 2015 at which time the county will begin inspections and be responsible for new construction requests in the county from that date forward, carried with Commissioners Scarbrough, Hyder, Isham, Hassler, Foster, Gibson, Davis, Lowe, Wilson, Farley, Geisler, and Kinnunen voting yes. Commissioners Dyer, Turner, and Rimmer voted against the adoption of resolution 04-2015-1 with Commissioner Carter passing on the vote.

4. RESOLUTION 04-2015-2-TO APPOINT KAREN COLE, BOBBY RANDOLPH, AND JOE SALVATTO AS MEMBERS TO THE INDUSTRIAL DEVELOPMENT CORPORATION BOARD OF CUMBERLAND COUNTY-CROSSVILLE FOR SIX (6) YEAR TERMS TO EXPIRE APRIL 30, 2021:

On motion of Commissioner Gibson, second by Commissioner Rimmer, moved to adopt resolution 04-2015-2.

The motion to adopt resolution 04-2015-2, appointing Karen Cole, Bobby Randolph, and Joe Salvatto to serve as members on the Industrial Development Corporation Board for six (6) year terms expiring April 30, 2021, carried by a roll call vote of 16 ayes from the Commission present.

5. RESOLUTION 04-2015-3-TO APPROVE INVESTMENT POLICY STATEMENT:

On motion of Commissioner Hassler, second by Commissioner Rimmer, moved to adopt resolution 04-2015-3.

The motion to adopt resolution 04-2015-3, approving the Investment Policy Statement on the recommendation of the Investment Committee, carried by a roll call vote of 16 ayes from the Commission present.

6. RESOLUTION 04-2015-4-BUDGET AMENDMENT, BOARD OF EDUCATION-CENTRAL CAFETERIA FUND, \$19,750.00:

On motion of Commissioner Hyder, second by Commissioner Gibson, moved to adopt resolution 04-2015-4.

The motion to adopt resolution 04-2015-4, a budget amendment to reallocate funds to the appropriate lines within the School Nutrition-Central Cafeteria Fund Budget, carried by a roll call vote of 16 ayes from the Commission present.

7. RESOLUTION 04-2015-5-GENERAL PURPOSE FUND, CTE BUDGET AMENDMENT, \$57,000.00:

On motion of Commissioner Rimmer, second by Commissioner Dyer, moved to adopt resolution 04-2015-5.

The motion to adopt resolution 04-2015-5, a budget amendment to adjust travel expenses for the Cumberland County Career and Technical Education (CTE) Department to attend and compete in State and National competitions and meetings, carried by a roll call vote of 15 ayes from the Commission present with Commissioner Farley passing on the vote and Commissioner Hyder declaring a conflict of interest before her vote.

8. RESOLUTION 04-2015-6-BUDGET AMENDMENT, GENERAL FUND, OTHER EMERGENCY MANAGEMENT (DISPATCH), \$3,000.00:

On motion of Commissioner Carter, second by Commissioner Gibson, moved to adopt resolution 04-2015-6.

The motion to adopt resolution 04-2015-6, a budget amendment to revise salary items in the Cumberland County Dispatch Operation department, carried by a roll call vote of 16 ayes from the Commission present.

9. RESOLUTION 04-2015-7-BUDGET AMENDMENT, GENERAL FUND, SPECIAL PATROLS (SRO'S)/ SHERIFF, \$3,481.00:

On motion of Commissioner Foster, second by Commissioner Rimmer, moved to adopt resolution 04-2015-7.

The motion to adopt resolution 04-2015-7, a budget amendment request from the Cumberland County Sheriff's department for vehicle maintenance, carried by a roll call vote of 16 ayes from the Commission present with Commissioner Gibson declaring a conflict of interest before his vote.

10. RESOLUTION 04-2015-8-BUDGET AMENDMENT, GENERAL FUND, OTHER PUBLIC HEALTH AND WELFARE-ANIMAL SHELTER, \$3,852.00:

On motion of Commissioner Dyer, second by Commissioner Gibson, moved to adopt resolution 04-2015-8

The motion to adopt resolution 04-2015-8, a budget amendment for donations made to fund part of the cost associated with the operation of the Cumberland County Animal Shelter, carried by a roll call vote of 16 ayes from the Commission present.

11. RESOLUTION 04-2015-9-BUDGET AMENDMENT, GENERAL FUND, JAIL, \$8,000.00:

On motion of Commissioner Foster, second by Commissioner Hyder, moved to adopt resolution 04-2015-9.

The motion to adopt resolution 04-2015-9, a budget amendment request from the Sheriff's Department to revise salary items in the jail operations, carried by a roll call vote of 16 ayes from the Commission present with Commissioner Gibson declaring a conflict of interest before his vote.

12. RESOLUTION 04-2015-10-BUDGET AMENDMENT, GENERAL FUND, SHERIFF/JAIL, \$14,625.00:

On motion of Commissioner Wilson, second by Commissioner Carter, moved to adopt resolution 04-2015-10.

The motion to adopt resolution 04-2015-10, a budget amendment request from the Sheriff to reallocate current appropriations within the existing budget to accommodate increased costs of vehicle maintenance, carried by a roll call vote of 16 ayes from the Commission present with Commissioner Gibson declaring a conflict of interest before his vote.

13. RESOLUTION 04-2015-11-TO APPOINT JAMES WOJCIK, M.D. AS CUMBERLAND COUNTY MEDICAL EXAMINER:

On motion of Commissioner Foster, second by Commissioner Gibson. moved to adopt resolution 04-2015-11.

The motion to adopt resolution 04-2015-1, appointing Dr. James Wojcik to serve as Cumberland County Medical Examiner beginning May 1, 2015 with his compensation set at not to exceed seventy-five dollars (\$75.00) for each death investigated, carried by a roll call vote of 16 ayes from the Commission present.

COUNTY OFFICIAL REPORTS: COUNTY MAYOR AND FINANCE DIRECTOR:

Mayor Carey shared the news that because of the efforts of the fire department the county underwent an ISO classification evaluation and secured a lower Public Protection Classification Program rating of 5/5Y which could potentially lower homeowners insurance. And in his monthly report, the funds the county received through March 2015 from collections of property taxes, hotel/motel taxes, ambulance service, prisoner boarding and local option sales taxes were summarized by Finance Director Brock.

STANDING COMMITTEE REPORT: BUDGET COMMITTEE:

Budget Committee Chairperson Rimmer made the Board aware that April 23, 2015 will be the beginning date for the 2015-2016 fiscal year budget reviews with more Budget Committee Meeting to follow on Tuesdays and Thursdays in the upcoming weeks.

ANNOUNCEMENTS:

Commissioner Foster pointed out that although they had not received a plaque earlier in the meeting, he wished to thank Road Superintendent Scott Blaylock and the Road Department Staff for their hard work during the recent ice storm.

When questioned by Commissioner Carter about proposed solar panels at the Plateau Partnership Park, Mayor Carey advised that a developer from Oak Ridge was planning on installing a new solar farm at the park with the intent to harvest and sell the energy the project produces back into the Tennessee Valley Authority grid.

14. ELECTION OF NOTARIES:

On motion of Commissioner Rimmer, second by Commissioner Kinnunen, moved that Becky S. Bowman, Ashley Brink, Tracie Diane Burgess, Robert M. Connors, Patricia L. Davis, Janis Ebel, Amanda Elmore, Tina McBroom, Allison J. Powers, Barbara Rogers, Lindsey S. Salvato, Andrea D. Scholes, Harold Thompson, Melinda Kay Weigle, Kathy M. Williams, Pam Winningham and Dayna M. Young are elected as Notary Publics for the State of Tennessee.

The motion to approve the notaries carried by a roll call vote of 16 ayes from the Commission present.

15. ADJOURNMENT:

On motion of Commissioner Carter, second by Commissioner Farley, moved the April 20, 2015 Quarterly Monthly Commission Meeting be adjourned at 6:33 o'clock P.M.

The motion to adjourn the meeting carried by voice vote from the Commission present.

LINE ITEM BUDGET AMENDMENT APPROVAL

To the Cumberland County Commission meeting in regular monthly session, this _____. This amendment is to reallocate funds to the appropriate lines within the Special Education Budget.

**BOARD OF EDUCATION
SPECIAL EDUCATION FUND****DECREASE EXPENDITURES:**

141-71200-195 Certified Substitute Teachers	\$3,900.00
141-71200-198 Non-Certified Substitute Teachers	\$11,200.00
TOTAL DECREASE	\$15,100.00

INCREASE EXPENDITURES

141-71200-128 Homebound	\$5,100.00
141-71200-189 Other Salaries & Wages	\$5,000.00
141-71200-207 Medical	\$5,000.00
TOTAL INCREASE	\$15,100.00

Explanations:**Decreases:**

Lines 195 and 198 – We have some money left in these lines, having not been needed for substitutes for this school year.

Increases:

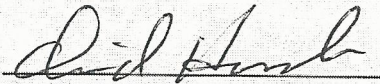
Line 128 – We had a change in personnel and the new hire has a higher degree and more years experience.

Line 189 – Our Physical Therapy expenses have been higher than anticipated for this school year.

Line 207 – Our Medical expenses were slightly underestimated in this line.

SPONSORED BY:

ATTEST:


COUNTY COMMISSIONER

COUNTY CLERK

APPROVED BY:

COUNTY MAYOR

GENERAL PURPOSE FUND
BUDGET RESOLUTION

To the Cumberland County Commission meeting in regular monthly session, this _____ day of _____, 2015.

WHEREAS, grants and funded were obtained to cover the expense of a Community Services Director.

WHEREAS, funds need to be transferred to pay taxes and insurance for this individual and CCQCP employees.

Therefore, be it resolved that this resolution be adopted by the Cumberland County Commission:

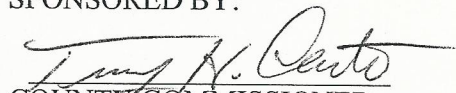
DECREASE EXPENDITURES:

141.73300.105	Supervisor/Director	\$19,550.00
TOTAL DECREASE		\$19,550.00

INCREASE EXPENDITURES:

141.73300.189	Other Salaries and Wages CCQCP	\$10,000.00
141.73300.204	State Retirement	\$4000.00
141.73300.206	Life Insurance	\$50.00
141.73300.207	Medical Insurance	\$5000.00
141.73300.208	Dental Insurance	\$500.00
TOTAL INCREASE		\$19,550.00

SPONSORED BY:


COUNTY COMMISSIONER

APPROVED BY:

ATTEST:

COUNTY MAYOR

County Clerk

Ayes: _____ Nays: _____ Abstain

RESOLUTION 05-2015-3
GENERAL PURPOSE FUND
BUDGET RESOLUTION

To the Cumberland County Commission meeting in regular monthly session, this _____ day of _____, 2015.

WHEREAS, Unemployment Compensation expenses were unexpectedly low.

WHEREAS, funds need to be transferred to resolve basic budgeting issues that should be alleviated in FY 15-16.

Therefore, be it resolved that this resolution be adopted by the Cumberland County Commission:

DECREASE EXPENDITURES:

141.72310.210	Unemployment Compensation	\$21,450.00
TOTAL DECREASE		\$21,450.00

INCREASE EXPENDITURES:

141.72320.320	Dues and Memberships	\$3,300.00
141.72320.399	Other Contracted Services	\$600.00
141.72320.499	Other Supplies and Materials	\$1300.00
141.72410.355	Travel	\$4000.00
141.72410.499	Other Supplies and Materials	\$400.00
141.72810.162	Clerical Personnel	\$9850.00
141.72810.599	Other Charges	\$2000.00
TOTAL INCREASE		\$21,450.00

SPONSORED BY:


COUNTY COMMISSIONER

APPROVED BY:

ATTEST:

COUNTY MAYOR

County Clerk

Ayes: ____ Nays: ____ Abstain

GENERAL PURPOSE FUND
BUDGET RESOLUTION

To the Cumberland County Commission meeting in regular monthly session, this _____ day of _____, 2015.

WHEREAS, employees should have been split and paid from 161 and 162.

WHEREAS, funds need to be transferred since both employees were paid from 162. This issue will be resolved in FY 15-16.

Therefore, be it resolved that this resolution be adopted by the Cumberland County Commission:

DECREASE EXPENDITURES:

141.72810.161	Secretary	\$23,592.00
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TOTAL DECREASE		\$23,592.00
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INCREASE EXPENDITURES:

141.72810.162	Clerical Personnel	\$23,592.00
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TOTAL INCREASE		\$23,592.00
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SPONSORED BY:



COUNTY COMMISSIONER

APPROVED BY:

ATTEST:

COUNTY MAYOR

County Clerk

Ayes: ____ Nays: ____ Abstain

RESOLUTION 05-2015-5
GENERAL PURPOSE FUND
BUDGET RESOLUTION

To the Cumberland County Commission meeting in regular monthly session, this _____ day of _____, 2015.

WHEREAS, funds need to be transferred to resolve basic budgeting issues that should be alleviated in FY 15-16.

Therefore, be it resolved that this resolution be adopted by the Cumberland County Commission:

DECREASE EXPENDITURES:

141.71100.116	Teachers	\$51,700.00
TOTAL DECREASE		\$51,700.00

INCREASE EXPENDITURES:

141.71100.128	Homebound Teachers	\$700.00
141.71100.207	Medical Insurance	\$20,000.00
141.71150.116	Alternative School Teachers	\$17,000.00
141.72210.116	Teachers	\$4,000.00
141.72810.170	Security Coordinator	\$10,000.00
TOTAL INCREASE		\$51,700.00

SPONSORED BY:



COUNTY COMMISSIONER

APPROVED BY:

ATTEST:

COUNTY MAYOR

County Clerk

Ayes: _____ Nays: _____ Abstain 0

**Cumberland County, Tennessee
General Fund**

To the Cumberland County Commission meeting in regular session this 18th day of May, 2015:

Whereas, the Register of Deeds has requested additional funding in the amount of \$1,000.00 for the purchase of office equipment, and

Whereas, revenues are designated and reserved for the purpose of improving and maintaining technology in the Register of Deeds office.

Therefore, be it resolved that the following budget amendment be adopted by the Cumberland County Commission:

**General Fund
Register of Deeds**

Decrease:

101-34510	Restricted for Technology	\$1,000.00
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Increase Expenditures:

101-51600-719	Office Equipment	\$1,000.00
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Sponsor:


County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote:

Ayes: 6 Nays: 0 Abstain: 0

CUMBERLAND COUNTY, TENNESSEE

To the Cumberland County Commission meeting in regular session this 18th Day of May, 2015:

Whereas, the Fiscal Year 2014-2015 budget requires adjustments to both revenues and expenditures in the Highway Department fund.

Therefore, be it resolved that the following budget amendments be adopted by the Cumberland County Commission.

Highway Fund

Increase Revenue:		
131-44170	Miscellaneous Refunds	\$ 5,573.00
Decrease Expenditures:		
131-62000-403	Cold Mix	<u>\$ 6,200.00</u>
Total		\$ 11,773.00
Increase Expenditures:		
131-61000-187	Overtime	\$ 3,500.00
131-61000-201	Social Security	\$ 268.00
131-61000-204	State Retirement	\$ 348.00
131-61000-599	Other Charges	\$ 2,457.00
131-63100-329	Laundry Services	\$ 650.00
131-63100-418	Equip. & Machinery Parts	\$ 3,050.00
131-65000-307	Communication	<u>\$ 1,500.00</u>
Total		\$ 11,773.00

Sponsor:


County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote:

Ayes: 6 Nays: 0 Abstain: 0

**Cumberland County, Tennessee
General Fund**

To the Cumberland County Commission meeting in regular session this 18th day of May, 2015:

Whereas, the Health Department has received funding from the State of Tennessee Tobacco Settlement monies, and

Whereas, the efforts to promote tobacco prevention and cessation include in-house programs and partnering with head-start and teen organizations, and

Whereas, funding is provided 100% by the State Tobacco Settlement monies and requires no additional local matching funds.

Therefore, be it resolved that the following budget amendment be adopted by the Cumberland County Commission.

LOCAL HEALTH CENTER

Increase Revenue:

101-46310	Health Department Programs	\$47,473.00
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Increase Expenditures:

101-55110-429	Instructional Supplies & Materials	\$47,473.00
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Sponsor: 
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:

Ayes: 6 Nays: 0 Abstain: 0

Resolution No. 05-2015-9

Resolution To appoint Judicial Commissioners For Cumberland
County Tennessee.

Whereas, it is the recommendation of Larry Sherrill, Circuit Court Clerk
And Herbert L. Blevins, Judicial Commissioner Director, that the
Following persons to be appointed to serve as judicial commissioners.
Pursuant to TCA 41-1-111 a term beginning this 18th day of May 2015
and not exceed a 4 year term.

Herbert L. Blevins

Danny F. Cantwell

Steve P. Recio

Now, therefore, be it resolved, that this resolution shall take effect
Upon adoption at the following, legislative body meeting.

The 18th Day Of May 2015.

SPONSOR: 

APPROVED: _____

ATTEST: _____

A RESOLUTION TO APPOINT MEMBERS TO THE CUMBERLAND COUNTY HEALTH AND SAFETY STANDARDS BOARD

WHEREAS, the Cumberland County Commission approved Resolution No. 1205-6 establishing the Cumberland County Health and Safety Standards Board in accordance with Tennessee Code Annotated (T.C.A.) Section 5-1-115; and;

WHEREAS, this board will operate in accordance with said Resolution No. 1205-6 stating the Regulations Governing the Health and Safety Standard of Residential and Non-Residential Properties.


WHEREAS, Brian Jones and Nick Hedgecoth's terms have expired, and;

NOW, THEREFORE, BE IT RESOLVED by the Cumberland County Board of Commissioners meeting in regular session this 18th day of May, 2015, that **Kenny Rosser** and **Nick Hedgecoth** be appointed to the Cumberland County Health and Safety Standards Board, and shall serve terms as established by this Resolution. Terms shall expire if the Health and Safety Standards Board is not funded in the future.

Boyd Brown	Term Expires 5/15/17
Nancy Hyder	Term Expires 5/15/17
Darrell Comer	Term Expires 5/15/19
Kenny Rosser	Term Expires 5/15/19
Nick Hedgecoth	Term Expires 5/15/19

On this 18th day of May, 2015.

SPONSOR:

Boyd Turner 
COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

**A RESOLUTION TO APPOINT MEMBER TO THE CUMERLAND COUNTY BOARD OF
EQUALIZATION**

WHEREAS, Tennessee Code Annotated 67-1-401 the county legislative body of each county shall, at the April session of each even year, from the different sections of the county, elect, for a term of two (2) years, five (5) freeholders and taxpayers who shall constitute a county board of equalization.

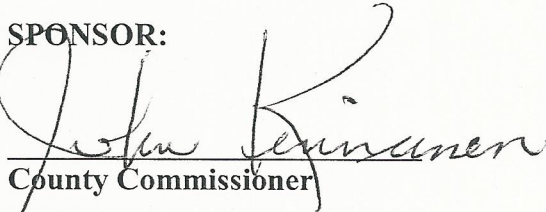
WHEREAS, Carl Webb resigned from the board on May 1, 2015; and

WHEREAS, Daniel Lynn Husk is recommended to replace Carl Webb's term; and

NOW, THEREFORE BE IT RESOLVED, by the Cumberland County Board of Commissioners meeting in Regular Session this 18th day of May 2015 that Daniel Lynn Husk is appointed to the Cumberland County Board of Equalization.

Joe Reynolds	Expires- April 30, 2016
Willie Hargis	Expires- April 30, 2016
Linda Baehr Caldwell	Expires- April 30, 2016
David Stout	Expires- April 30, 2016
Daniel Lynn Husk	Expires- April 30, 2016

SPONSOR:


County Commissioner

APPROVED:

County Mayor

ATTEST:

County Clerk

**A RESOLUTION TO ACCEPT OFFER TO PURCHASE PROPERTY OWNED BY CUMBERLAND
COUNTY**

WHEREAS, John K. & Judith A. Duff presented an offer to the Cumberland County Delinquent Tax Committee for property currently owned by Cumberland County; and,

WHEREAS, said offer is for one (1) parcel of property known as:

Map 77P Group J Parcel 036.00 118 Ivy Brook Lane (Fairfield Glade)

WHEREAS, John K. & Judith A. Duff wishes to pay \$500.00 for said property; and,

WHEREAS, the Cumberland County Delinquent Tax Committee, meeting in regular session voted to recommend to the full Cumberland County Commission that said Commission accept this offer.

NOW, THEREFORE, BE IT RESOLVED that the Cumberland County Commission meeting in its regular monthly session hereby accepts said offer, sells said realty to the Offeror.

ADOPTED this 18th day of May, 2015.

SPONSOR:


COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

RESOLUTION NO. 05-2015-13

RESOLUTION TO APPROVE USAGE AGREEMENT WITH GRINDSTAFF PROPERTY MANAGEMENT, LLC

WHEREAS, Charleston Plantation Apartments shares a common boundary line with the Obed River Park; and

WHEREAS, an existing fence between the Charleston Plantation Apartments and Obed River Park is open on each end and thus is easily circumvented and the parties are desirous entering into an agreement to erect a fence that is more suitable to the parties in controlling access to the Obed River Park; and

WHEREAS, Grindstaff Property Management, LLC (GPM) has agreed to build said fence at its expense that will better secure both parties properties and increase the safety and security of both properties and place a gate to allow ingress and egress from said Park and Complex; and

WHEREAS, the Building and Grounds Committee approved a motion to have the County Attorney to write a Fence Agreement between Cumberland County and Grindstaff Property Management, LLC (GPM); and

WHEREAS, the term for the usage agreement would be for Five (5) years;

NOW, THEREFORE BE IT RESOLVED, by the Cumberland County Board of Commissioners meeting in regular session on this the 18th day of May, 2015, approve the usage agreement with Cumberland County and Grindstaff Property Management, LLC (GPM).

Adopted this 18th day of May, 2015.

SPONSOR:



COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

FENCE AGREEMENT

THIS AGREEMENT is hereby made and entered into by and between Cumberland County, Tennessee, a Political Subdivision of the State of Tennessee ("County") and Grindstaff Property Management, LLC (GPM) (the County and GPM together are herein referred to as the "Parties") on this _____ day of _____, 2015.

WITNESSETH:

WHEREAS, the First Party is the owner of certain real property located in Cumberland County, Tennessee, conveyed to it by deed from FRANK D. HENDLEY and LUCY E. HENDLEY TURNER, of record in Deed Book 359, Page 209, Register's Office for Cumberland County, Tennessee, and being more particularly described as follows (sometimes hereinafter the "First Party's Property"):

OBED RIVER PARK (Map 87, Parcel 60.00)

WHEREAS, the Second Party is the owner of certain real property located in Cumberland County, Tennessee, conveyed to it by deed from MILLARD V. OAKLEY, J. ANNETTE OAKLEY, DONNY MEADOWS, DEBI MEADOWS, GARRY MCNABB and TERESA MCNABB, of record in Book 1294, Page 1059, Register's Office for Cumberland County, Tennessee, and being more particularly described as follows (sometimes hereinafter the "Second Party's Property"):

CHARLESTON PLAINTATION APARTMENTS (Map 87, Parcel 61.00)

WHEREAS, the First Party's Property is immediately east of and adjacent to the Second Party's Property and shares a common boundary line therewith;

WHEREAS, an existing fence line in the area of the common boundary of the First Party's Property and the Second Party's Property is boundary line as established in the respective deeds stated above, but that the existing fence is open on each end and thus is easily circumvented and the parties are desirous entering into an agreement to erect a fence that is more suitable to the parties in controlling access to the Obed River Park.

WHEREAS, the Parties have agreed that if a new fence was built that would be more adequate to more safe access control, both Parties would benefit from said fence;

WHEREAS, GPM has agreed to build said fence at its expense that will better secure both parties properties and increase the safety and security of both properties and place in an appropriate locations, as determined by the Party of the First part, a gate to allow ingress and egress from said Park and Complex;

WHEREAS, the County has agreed to allow to improve its property and for a period of Five (5) years. At the termination of the Five (5) year period this agreement can be revisited by the Parties for the option to renew the agreement.

NOW, THEREFORE, for and in consideration of the premises, the sum of One and No/100 (\$1.00) Dollar cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of clarifying the agreement between the Parties with respect to the fence between their respective properties, the Parties covenant and agree as follows:

1. The fence as discussed above is in need of additions and replacements to better secure the respective parties properties and improve the value and safety of its residents and citizens.
2. That Second Party shall not have any ownership of, or right, interest or claim to, any portion of the fence described above. The Parties acknowledge and agree that the erection of the fence by the Second Party shall acquire no rights or interest in such fence by reason of such construction or possession, or the location of the fence.
3. That GPM will build said fence, at its own expense, with the aforementioned gate, suitable to the County and will indemnify and hold County harmless from any malady, accident, injury or mistake in the construction of said fence.
4. The Parties covenant and agree that the First Party shall maintain a gate that it will be responsible for the opening and closing on its terms and conditions, based on business hours of Obed River Park and that the Second Part will have no control over said gate.
5. This Agreement constitutes the entire agreement of the Parties and may not be amended or modified except by a written instrument executed by the owners of the First Party's Property and the Second Party's Property at the time of such amendment or modification, and all other Parties (i.e., holders of applicable deeds of trust) having an interest of record therein.
6. This Agreement shall be binding upon, and inure to the benefit of, the Parties, and their respective successors and assigns, and shall run with the land (the First Party's Property and the Second Party's Property) described herein.
7. The County has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of the County has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement hereby represents that he/she has authorization to sign on behalf of their respective entity.
8. GPM is a Limited Liability Corporation and has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of GPM, LLC has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement hereby represent that he/she has authorization to sign on behalf of their respective entity.

IN WITNESS WHEREOF, the Parties have executed this Agreement this
_____ day of _____, 2015.

Cumberland County, Tennessee

By: Mayor Kenneth Carey, Jr.
Its: Mayor

GPM, LLC. (Charleston Plantation)

By: Alan Grindstaff
Its: _____

RESOLUTION NO. 05-2015-14

**A RESOLUTION TO AMEND THE CONTRACT BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MENTAL HEALTH AND CUMBERLAND COUNTY, TENNESSEE**

WHEREAS Cumberland County procured a contract between the State of Tennessee, Department of Mental Health and Development Disabilities to establish agreed rates and ensure payment for the cost of outpatient and inpatient evaluations and treatments necessary to the evaluations ordered by General Sessions, Criminal, or Circuit Court for defendants charged only with misdemeanor crimes pursuant to the "Scope of Services" defined in Tennessee Code Annotated Title 33, Chapter 7, Part 3, (Adults Charged Only With Misdemeanor) and

WHEREAS, the previous contract term was effective for the period commencing on July, 1, 2014 and ending on June 30, 2015, and;

WHEREAS, the State of Tennessee, Department of Mental Health Forensic Services requests the terms of the contract establishing rates for the cost of mental health evaluations and treatment services for criminal defendants charges with only misdemeanors be amended to be effective from July1, 2015 and ending on June 30, 2016, and;

NOW, THEREFORE, BE IT RESOLVED by the Cumberland County Board of Commissioners meeting in session assembled on May 18, 2015 that Cumberland County Mayor, Kenneth Carey, Jr. be authorized and directed to execute the Government Revenue Contract # DA 45423_2015-2016_018 between the State of Tennessee, Department of Mental Health and Cumberland County, Tennessee.

Adopted this 18th day of May, 2015.

SPONSOR:


Roy Turner, County Commissioner

APPROVED:

Kenneth Carey, County Mayor

ATTEST:

Jule Bryson, Cumberland County Clerk



STATE OF TENNESSEE
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
DIVISION OF PLANNING, RESEARCH, & FORENSICS
5th FLOOR, ANDREW JACKSON BUILDING
500 DEADERICK STREET
NASHVILLE, TENNESSEE 37243

BILL HASLAM
GOVERNOR

E. DOUGLAS VARNEY
COMMISSIONER

May 4, 2015

Hon. Kenneth Carey, County Mayor
Cumberland County
2 North Main Street, Suite 203
Crossville, TN 38555

Re: Payment for Mental Health Evaluation and Treatment Services for Criminal Defendants
Charged With Misdemeanors Only [July 1, 2015-June 30, 2016]

Dear Mayor Carey:

I am writing in reference to the billing and payment for mental health evaluation and treatment services for defendants charged only with misdemeanors. Judges in General Sessions, Criminal and Circuit courts have the authority to order mental health evaluation and treatment for criminal defendants under Title 33, Chapter 7, Part 3. On June 26, 2009, T.C.A. § 33-7-304 was signed into law making counties responsible for the cost of outpatient and inpatient mental health evaluations and treatment court ordered for defendants charged only with misdemeanors. The Department of Mental Health and Substance Abuse Services (TDMHSAS) makes these services available through outpatient provider contracts and inpatient services at the state's mental health hospitals (Regional Mental Health Institutes or RMHIs), and will continue to pay the costs for these services for defendants charged with at least one felony offense.

TDMHSAS will bill the counties for outpatient services for defendants charged only with misdemeanors at the same rate providers are reimbursed for those services (see item C., "Payment Terms and Conditions," page 2 of attached contract). A per diem rate will be charged for inpatient mental health evaluation and treatment services provided for these defendants at the RMHI serving your area. Unless we enter into a rate-setting agreement, the rate charged is between \$706.58 and \$1,313.11, depending on the RMHI, per day pursuant to statute. TDMHSAS was granted the authority to enter into contracts with local governmental agencies for the billing and payment for court ordered mental health evaluation and treatment services. Enclosed you will find a contract for your county that would establish the per diem rate for inpatient mental health evaluations ordered by courts in your county at \$450.00 per day beginning July 1, 2015 through June 30, 2016. Without the rate-setting contract, we will have to charge your county the higher statutory rate.

Hon. Kenneth Carey, County Mayor
May 4, 2015
Page 2

If you wish to contract with TDMHSAS, please sign and return the contract signature page by e-mail to Nancy.Tidwell@tn.gov or to me at

Jeff Feix, Ph.D.
TDMHSAS
Division of Planning, Research & Forensics
5th Floor, Andrew Jackson Building
500 Deaderick Street
Nashville, TN 37243

Your prompt action in this matter would be greatly appreciated so that we may set your per diem rate for inpatient evaluation and treatment services of defendants charged only with misdemeanors at \$450.00. You may contact me at (615) 532-6747 if you have any questions or wish to discuss this matter further.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jeff Feix", with a stylized flourish at the end.

Jeff Feix, Ph.D.
Director, Forensic and Juvenile Court Services

JF:/nt
Enclosure



GOVERNMENTAL REVENUE CONTRACT

(state revenue contract with a federal or Tennessee local or quasi-governmental entity)



This is a Governmental Revenue Contract under a Delegated Authority (DA). Governmental Revenue Contracts are **fully executed when signed by both parties**. Governmental Revenue Contracts do not get Edison ID numbers, but each is assigned a number that uses the DA number followed by the time period and a sequential number based on the total number of Governmental Revenue Contracts under the DA.

Begin Date July 1, 2015	End Date June 30, 2016	Governmental Revenue Contract Number DA 45423_2015-2016_018
Procuring Party Legal Entity Name Cumberland County, Tennessee		Procuring Party Registration ID
Service Caption Evaluation and Treatment Under Tenn. Code Ann. Title 33, Chapter 7, Part 3 (Adults Charged Only With Misdemeanor Crimes)		
Agency Contact and Telephone # For these services: Dr. Jeff Feix, Ph.D., Director Office of Forensics and Juvenile Court Services Division of Planning, Research, and Forensics Tennessee Department of Mental Health and Substance Abuse Services (615) 532-6747 Director of Contracts: Sandra Braber-Grove Assistant General Counsel / Director Office of Contracts and Privacy Division of General Counsel Tennessee Department of Mental Health and Substance Abuse Services (615) 532-6520		CPO USE - GU-RV

**GOVERNMENTAL REVENUE CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
AND
CUMBERLAND COUNTY, TENNESSEE**

This Governmental Revenue Contract, hereinafter referred to as "Contract", by and between the State of Tennessee, Department of Mental Health and Substance Abuse Services, hereinafter referred to as the "State" and Cumberland County, hereinafter referred to as the "Procuring Party," is for the provision of Evaluation and Treatment Under Tenn. Code Ann. Title 33, Chapter 7, Part 3 (Adults Charged Only With Misdemeanor Crimes), as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

A.1. Mutual Understandings of the Parties:

- a. The purpose of this Contract is to establish rates and ensure payment for the evaluations and treatment necessary to evaluations ordered pursuant to Tennessee Code Annotated (T.C.A.) Title 33, Chapter 7, Part 3 (Adults Charged Only With Misdemeanor Crimes), as further described in this Scope of Services.
- b. T.C.A. Title 33, Chapter 7, Part 3 provides that, under the circumstances described therein, a general sessions, criminal, or circuit court may order a defendant, charged only with misdemeanor crimes, to undergo outpatient evaluation and treatment.
- c. The State facilitates and arranges for the provision of said outpatient evaluation and treatment.
- d. T.C.A. Title 33, Chapter 7, Part 3 provides that, under the circumstances described therein, a general sessions, criminal, or circuit court may order a defendant, charged only with misdemeanor crimes, to be placed in a hospital or treatment resource, as defined by T.C.A. § 33-1-101 for the purposes of evaluation and for treatment necessary to the evaluation.
- e. The State's Regional Mental Health Institutes (RMHIs) are such hospitals or treatment resources.
- f. Courts handling cases arising out of or associated with the Procuring Party's jurisdiction (i.e., geographical boundaries) will from time to time order that a defendant charged only with misdemeanor crimes be evaluated and treated on an outpatient basis; and sometimes inpatient basis and receive treatment necessary to the evaluation, if inpatient, at one of the State's RMHIs.
- g. The Procuring Party is statutorily obligated in all such cases to pay the cost of outpatient and inpatient evaluation and treatment necessary to the evaluation.
- h. It is in the interest of the Parties to establish rates for the cost of outpatient evaluations and treatment; and evaluations and treatment necessary to the evaluations, if inpatient, at the RMHIs and establish how said cost will be paid and a timeline for payment.
- i. The Parties acknowledge that the relevant sections of the T.C.A., Title 33, along with rules and policies and procedures issued in accordance therewith, shall take precedence over any conflicting terms of the court order.

A.2. Responsibilities and Obligations of the Parties:

- a. Procuring Party. The Parties agree that the Procuring Party shall have the following responsibilities and obligations:
- (1) When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3, the Procuring Party for whom the court is acting shall pay the State for said evaluation and treatment as specified in Section C.; and
 - (2) When court approval or certification of the cost to be paid by the Procuring Party under this contract is required, the Procuring Party shall act in good faith and with diligence to facilitate the State's obtaining such court approval or certification.
- b. State. The Parties agree that the State shall have the following responsibilities and obligations:
- (1) When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a criminal defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3, the State shall facilitate and arrange for the provision of outpatient evaluation and treatment and shall provide the inpatient evaluation and treatment services as needed;
 - (2) The State shall facilitate the provision of a report of the results of outpatient evaluations to the court when completed, and shall notify the court when inpatient evaluation and/or treatment ordered by the court is complete and the defendant is to be discharged and transferred back to the jurisdiction of the court; and
 - (3) The State shall accept payment as specified in Section C. as payment in full for the evaluation and treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes when said evaluation and treatment are ordered pursuant to T.C.A. Title 33, Chapter 7, Part 3.

B. **TERM OF CONTRACT:**

- B.1. This Contract shall be effective on July 1, 2015 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date, thereby ending on June 30, 2016 ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed twelve (12) months beyond the expiration date of this Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months [five (5) years].

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Rates and Increments. The Procuring Party shall reimburse the State at the rates and increments listed below for a defendant charged only with misdemeanor crimes pursuant to the T.C.A. section listed below:

T.C.A. Section	Type of Service	Amount
§ 33-7-301(a)	Outpatient Competency to Stand Trial Evaluation	\$300.00 per service recipient
§ 33-7-301(a)	Outpatient Mental Condition at the Time of the Alleged Crime Evaluation	\$300.00 per service recipient
§ 33-7-301(a)	Both Outpatient Competency to Stand Trial and Mental Condition at the Time of the Alleged Crime Evaluations	\$600.00 per service recipient
§ 33-7-301(a)	Additional Mental Health Assessments in order to complete an outpatient evaluation under this part (must be authorized by State)	\$100.00 per assessment
§ 33-7-301(a)	Physician Services utilized to complete an outpatient evaluation under this part (must be authorized by State)	\$100.00 per service
§ 33-7-301(a)	Outpatient Competency to Stand Trial and/or Mental Condition at the Time of the Alleged Crime Evaluation for defendant housed in a Tennessee Department of Correction (TDOC) facility located in a county served by the mental health center	\$700.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Competency to Proceed Evaluation (Must be authorized by State)	\$300.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Mental Condition Evaluation	\$300.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Mental Retardation Evaluation	\$300.00 per service recipient
§ 33-7-301(a)	Inpatient Evaluation and Treatment at a Regional Mental Health Institute (RMHI)	\$450.00 per service recipient per day
§ 33-7-301(b)	Inpatient Evaluation and Treatment at an RMHI	\$450.00 per service recipient per day
§ 33-7-303(a)	Outpatient Committability of Insanity Acquittee Evaluation in accordance with Commitment Criteria of T.C.A. Title 33, Chapter 6, Part 5	\$600.00 per service recipient
§ 33-7-303(a)	Completion of Outpatient Treatment Plan for Insanity Acquittee Considered Not Committable [with or without Mandatory Outpatient Treatment (MOT) under T.C.A. § 33-7-303(b)]	\$300.00 per service recipient
§ 33-7-303(c)	Inpatient Evaluation and Treatment at an RMHI	\$450.00 per service recipient per day

- C.2. Daily Rate, "Date of Admission", and "Date of Discharge". For inpatient evaluation and treatment, the Procuring Party shall be responsible for paying the daily rate to the State for the day a defendant charged with misdemeanor crimes only is admitted, herein "date of admission", and each day between the date of admission and the day the defendant is discharged, herein "date of discharge". The Procuring Party shall not be responsible for paying the daily rate for the date of discharge. For purposes of this Contract, the date of discharge shall be the date that the Procuring Party or the Procuring Party's transportation agent actually removes the defendant from the State's grounds.
- C.3. Time of Payment and Collection Efforts. Procuring Party shall pay the State within thirty (30) calendar days after receiving an invoice from the State. If at the end of thirty (30) calendar days, the Procuring Party has not paid the invoice, the State shall issue a second invoice, and shall continue sending invoices at thirty (30) calendar day increments until reaching one hundred and twenty (120) calendar days for which the invoice remains unpaid. If the invoice remains unpaid at the end of the one hundred and twenty (120) day period, the State shall initiate collection efforts or refer the issue to the Tennessee Attorney General's Office.
- C.4. Interpreter Services. In the event that the State must procure interpreter services from non-state resources under court order or in order to effect an inpatient evaluation or treatment necessary to the evaluation, the Procuring Party shall reimburse the State the actual cost of the interpreter services.
- C.5. When Defendant is Financially Able to Pay For and Be Responsible for Costs and Expenses. When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3; and the court finds the defendant financially able to pay for, and be responsible for, all or part of the costs and expenses for the evaluation and treatment, the Procuring Party shall pay the State the cost of the evaluation and treatment and seek reimbursement from the defendant. At no time shall the State seek payment directly from the defendant.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
- D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
- D.6. Conflicts of Interest. The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.
- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by electronic mail (e-mail) or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or e-mail address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Jeffery Feix, Ph.D., Director of Forensics and Juvenile Court Services
Tennessee Department of Mental Health and Substance Abuse Services
Division of Planning, Research, and Forensics
Andrew Jackson Building, 5th Floor
500 Deaderick Street
Nashville, Tennessee 37243
Email Address: jeff.feix@tn.gov
Telephone: (615) 532-6747
Fax: (615) 253-3045

The Procuring Party:

Kenny Carey, County Mayor
Cumberland County
2 North Main Street, Suite 203
Crossville, TN 38555
Email Address: mayorcarey@cumberlandcountyttn.gov
Telephone: (931) 484-6165
Fax: (931) 484-5374

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Procuring Party by the State or acquired by the Procuring Party on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Procuring Party to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Procuring Party's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Procuring Party of this Contract; previously possessed by the Procuring Party without written obligations to the State to protect it; acquired by the Procuring Party without written restrictions against disclosure from a third party which, to the Procuring Party's knowledge, is free to disclose the information; independently developed by the Procuring Party without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Procuring Party to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Procuring Party due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.4. HIPAA Compliance. The State and the Procuring Party shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. The Procuring Party warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Contract.
 - b. The Procuring Party warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Procuring Party will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Procuring Party in compliance with the